



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

William Berg, City Council President

Joseph Merrill, City Clerk

CITY COUNCIL WORK SESSION AGENDA
City Council Work Room, 38 Hawley St, Binghamton, NY
Monday August 17, 2015

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: Mayoral appt to planning commission	-----	
6:15pm	Finance	Motsavage	RL 15-160 Offer to Purchase 126 Eldridge St	1-1c	Ken Frank
6:30pm	Public Works	Motsavage	RL 15-156 Supp Agreement 1 with Tim Haahs for parking garage repairs project	2-5	Gary Holmes
6:45pm	Public Works	Motsavage	RL 15-154 No cost time extension on Chenango River trail Cheri Lindsey to Bevier	6-7	Gary Holmes
7:00pm	Public Works	Motsavage	RL 15-155 No cost time extension on Susquehanna North Bank Trial Development	8-9	Gary Holmes
7:15pm	Public Works	Motsavage	15-144 Supplemental Agreement No.3 with Delta Engineers	10-18	Gary Holmes
7:30pm	Finance	Motsavage	15-146 NYSERDA-Microgrid	19-62	Jared Kraham
7:45pm	Finance	Motsavage	15-158 Youth Football Program donation	63	Carol Quinlivan
8:00pm	Finance	Motsavage	15-157 Transfer to cover BAF legal expenses	64-66	Chuck Shager
8:15pm	Finance	Motsavage	15-159 2016 Excellus health insurance	67-72	Chuck Shager
8:30pm	Finance	Motsavage	15-161 HVAC First Ward Senior Center contract	73	Gary Holmes
8:45pm	-----	-----	Discussion: Washington St Contractor Payment	-----	Chuck Shager
9:00pm	-----	-----	Discussion: Woodburn Court update	-----	Lea Webb
9:15pm	-----	-----	Discussion: Mobile Dog Licensing	-----	Joe Merrill
9:30pm	-----	-----	Discussion: Clerk's Office	-----	Joe Merrill
9:45pm	-----	-----	Discussion: Review of Committee Reports & Pending Legislation	-----	

COMMITTEE REPORTS

Employees Committee of August 5th, 2015



Legislative Branch

RL Number:

15-160

Date Submitted:

12 Aug 15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Joseph A. Merrill

Title/Department: City Clerk

Contact Information: 772-7005

RL Information

Proposed Title: Accepting an offer to purchase 126 Eldridge St

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☒ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

William Berg, City Council President
Jeremy Pelletier, City Clerk

**BOARD OF ESTIMATE AND APPORTIONMENT
MEETING MINUTES
DPW Conference Room, 3rd Floor City Hall
Wednesday July 15, 2015**

Call to Order. Called to order at 11:15am by Richard C. David, Mayor

Board Members Present: Chuck Shager, Comptroller; Kenneth J. Frank, Corporation Counsel; Richard C. David, Mayor; Gary Holmes, City Engineer

Board Members Absent: Terry Kellogg, DPW Commissioner

Also Present: Jeremy Pelletier, City Clerk

ITEMS CONSIDERED

Permanent Easement for Portion of 70-72 Court Street. Request to enter into an agreement for a permanent easement for a portion of 72 Court Street, submitted by 33 State Street Associates. Alan Pope, Andrew Urso and Larry Pasquale attended the meeting held January 15, 2014 to discuss the proposal. The Board reviewed this matter, and concluded that any agreement should be limited to the space required for a stairway, but should not include space for a patio. The Board of Contract and Supply approved a Request for Sealed Bids for 70-72 Court Street at a meeting held on February 12, 2014. Such Request for Sealed Bids includes a restriction stating that the sale would be subject to a permanent easement for pedestrian ingress and egress from a basement stairwell at 92 State Street, but that construction above the stairwell would be permitted. Kenneth J. Frank to discuss the details of the permanent easement with Mr. Pope. Kenneth J. Frank sent a letter to Mr. Pope requesting a better description of the distances of the proposed easements

NEW BUSINESS

Approval of Minutes. Request to approve the minutes from the Board of Estimate and Apportionment meeting held on July 1, 2015.

Motion to approve the minutes from July 1, 2015.

Moved by Frank, seconded by Shager.

Motion carried. (Vote 4-0-1)

Ayes: Holmes, Shager, Frank, David

Nays: None

Absent: Kellogg

Budget Transfer. Request to transfer \$10,000 from budget line A7110.51000 (Personal Services) to budget line A7110.54640 (Park Repairs & Maint.) to complete youth ball field fencing at Fairview Park. Submitted by Bill Barber, Commissioner of Parks.

Hold until the E&A meeting on July 22, 2015.

Budget Transfer. Request to transfer \$40,000 from budget line CD8668.533527.CDY39 (Vac. Prop/M) to budget line CD8662.533507CDY40 (Park Impr.) and \$20,000 from budget line CD8668.533527.CDY40 (Vac. Prop/M) to budget line CD*662.533507CDY40 (Parks Impr.) to fund various park improvements including a WWII monument, 1st Ward Park, youth ball field fencing, water fountain installation, and other general park improvements. Request submitted by Bill Barber, Commissioner of Parks.



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

William Berg, City Council President

Jeremy Pelletier, City Clerk

Motion to approve transfers to fund various park improvements including a WWII monument, 1st Ward Park, youth ball field fencing, water fountain installation, and other general park improvements

Moved by Shager, seconded by Frank.

Motion carried. (Vote 4-0-1)

Ayes: Holmes, Shager, Frank, David

Nays: None

Absent: Kellogg

Budget Amendment. Request to create Capital Account H7110.525190.PK008 and Revenue Account H43089.PK0008. Fund both accounts with \$500,000 which is being funded by NYS. Binghamton's share of \$168,000 is being paid through Community Funds raised (\$135,500) and in kind materials (\$32,500). Request submitted by Bill Barber.

Motion to establish Capital Account H7110.525190.PK008 and Revenue Account H43089.PK0008. Fund both accounts with \$500,000.

Moved by Shager, seconded by Frank.

Motion carried. (Vote 4-0-1)

Ayes: Holmes, Shager, Frank, David

Nays: None

Absent: Kellogg

126 Eldredge Street. Hudson Chenango Realty, LLC submitted an offer to purchase 126 Eldredge Street for \$500.00 on February 6, 2015. The applicant is purchasing the property to ensure unrestricted access to their other properties.

Response from Assessor: Scott Snyder responded on February 23, 2015 stating that he has no objection to the purchase. He questioned whether the property could be merged due to easements, but if it can be merged it should be a condition.

Response from Code: Tom Costello responded on February 23, 2015 stating that the property was subject of discussion previously. There was a pre-development meeting in relation to railroad access at this location. Tom Costello also stated on April 17, 2015 that has objection to the sale, but would suggest that the City contact the railroad company using the location as an access point to the adjacent railroad track. Jeremy Pelletier received a call from Melanie, who works for the New York, Susquehanna & Western Railway. She said that the company has been utilizing Eldredge St. to access the railroad. They did not know that the City abandoned the street in 2013. Melanie said that the company would be interested in submitting an offer to purchase or work with Hudson Chenango Realty LLC so that the railway has an easement to access the railroad through this property.

Response from PHCD: Juliet Berling responded on March 5, 2015 stating that the offer has no connection to any State or Federal grant funding through the Housing department, therefore no objection.

Response from Economic Development:

Motion to approve the sale of 126 Eldredge Street as a quit claim deed subject to rights of others to Hudson Chenango Realty LLC for \$500.

Moved by Frank, seconded by Kellogg

Motion carried. (Vote 5-0)

Ayes: Perkins, Kellogg, Shager, Frank, David

Nays: None

Note: Another offer to purchase 126 Eldredge Street was submitted by The New York, Susquehanna and Western Railway Corporation for \$1,000 on May 7, 2015. Hudson Chenango Realty LLC advised the City of Binghamton that they would like to rescind their offer to purchase on July 13, 2015 as the railroad company will grant them a permanent easement to the property for access to their property.



OFFICE OF THE CITY CLERK ▪ CITY OF BINGHAMTON

William Berg, City Council President

Jeremy Pelletier, City Clerk

Motion to approve the offer to purchase 126 Eldredge Street to The New York, Susquehanna and Western Railway Corporation for \$1,000.

Moved by Holmes, seconded by Frank.

Motion carried. (Vote 4-0-1)

Ayes: Holmes, Shager, Frank, David

Nays: None

Absent: Kellogg

Adjournment. Motion to adjourn at 11:25am.

Moved by Shager, seconded by Frank.

Voice vote, none opposed.



Legislative Branch

Resolution

RL Number:

RL-156

Date Submitted:

8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer, Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Supplemental No. 1 Agreement with TimHaahs for the Parking Garage Repairs

Project to Provide Additional Construction Administration Services

Suggested Content: Supplemental No. 1 with TimHaahs for the Parking Garage Repairs Project is

to provide additional Construction Administration Services. The current condition of the Collier St.

Parking Garage requires more repairs and oversight by the design professional that were not in the

original bid. The cost of this Supplemental No. 1 is in the amount of \$144,225.00.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R14-22

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☒ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

PROJECT: **City of Binghamton
Three Garage Restoration**

ADD SERVICE NO.: **1**

PROJECT NUMBER: **PHL14115.00**

DATE: **August 5, 2015**

COMPANY: **City of Binghamton**

PROJECT MANAGER: **Chris Gray, PE**

CLIENT CONTACT: **Gary Holmes**

CC: **Todd Helmer, PE**

Based on our previous discussions, TimHaahs is submitting additional services for the construction administration for the following items:

1. Increase frequency of site visits during restoration & provide additional details as required:

- **Description of Additional Service:**

- Increase frequency of site presence during restoration of the garages to a weekly basis. Current proposal anticipated fourteen (14) site visits. To-date, TimHaahs has expended fourteen (14) visits throughout CA from base contract. We anticipate seventeen (17) visits will be required to complete the balance of the work (anticipated completion of November 30, 2015).
- Provide updated details for unforeseen post-tensioned strand repairs.
- Provide updated details for unforeseen wall repair at Collier Street stair tower.

- **Reason for Additional Service:**

- Our previous proposal was based on the understanding that the City would oversee most of the repair work.
- The current condition of the Collier Street Garage, and the required repairs are beyond the extent of the initially bid project and warrant closer attention on the part of the design professional.
- More frequent site presence will allow for better understanding of the potential changes to the repairs, and whether or not the repair methodology needs to be re-evaluated.

- **Scope of Work for Additional Service:**

- Provide fifteen (15) additional site visits:
 - 5 visits x 8 hours/visit x \$125/hour = **\$5,000**
 - 12 visit x 8 hours/visit x \$200/hour = **\$19,200**
- Provide additional details needed to convey changes to the restoration work.
 - 60 hours x \$125/hour = **\$7,500**
 - 24 hours x \$200/hour = **\$4,800**
- Reimbursable Expense Increase: 17 trips x \$225/trip = **\$3,825**

Additional Service #1

2. Provide monthly site visit and report following completion of restoration work for the Collier Street Garage.

- Description of Additional Service:
 - Observe condition of the Collier Street Garage through the anticipated end of its useful life (Fall 2018). Provide a monthly letter report identifying any key issues that shall be addressed during throughout the remainder of the Collier Street Garage's anticipated useful life. For the purpose of this additional service, we have assumed the garage will remain in service until November 2018.
- Reason for Additional Service:
 - Provide the City with professional opinion and current status of the Collier Street parking garage as the structure is phased towards demolition.
- Scope of Work for Additional Service:
 - Provide monthly visit and letter report for Collier Street Parking Garage:
 - December 2015 – November 2016:
 - 4 visits x 10 hours/visit x \$125/hour = **\$5,000**
 - 8 visit x 10 hours/visit x \$200/hour = **\$16,000**
 - December 2016 – November 2017:
 - 4 visits x 10 hours/visit x \$130/hour = **\$5,200**
 - 8 visit x 10 hours/visit x \$208/hour = **\$16,640**
 - December 2017 – November 2018:
 - 4 visits x 10 hours/visit x \$135/hour = **\$5,400**
 - 8 visit x 10 hours/visit x \$215/hour = **\$17,200**
 - Reimbursable Expense Increase: 36 trips x \$235/trip = **\$8,460**
 - Note: Costs for future work are approximated to account for anticipated cost increases. Actual cost increases will be evaluated at the beginning of each year (January).

Lump Sum Professional Fee:

\$114,225.00

We are sending you this notice per our agreement dated

June 5, 2014

This notice enables us to verify with you that the description above represents your direction to *TimHaahs*, and enables us to properly identify the time spent on making changes in the project scope.

TimHaahs

Additional Service #1

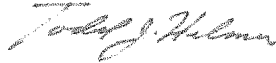
Please notify us immediately if the above description does not conform to your understanding of the additional services requested for this project.

Project Manager:



Chris Gray, PE

Principal-in-Charge:



Todd Helmer, PE

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Project

City of Binghamton Three Garage Restoration – Binghamton, NY

Add Service No.

1

Signed

Print Name

Title

Date

TimHaahs

5



Legislative Branch

Resolution

RL Number:
RL-154

Date Submitted:
8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer, Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: A No-Cost Time Extension on the Chenango River Trail Cheri Lindsey to

Bevier St. (TEP) Project, PIN No. 9009.24.321

Suggested Content: A no-cost time extension on the Chenango River Trail Cheri Lindsey to

Bevier St. (TEP) Project, to extend the project completion date to 6/30/17 due to delays in final design

with ROW Clearance due to uncooperative property owners. NYSDOT to build sidewalk connection to

Cheri Lindsey Park entrance. Design changes require modification to TE. Construction in 2016

Additional Information

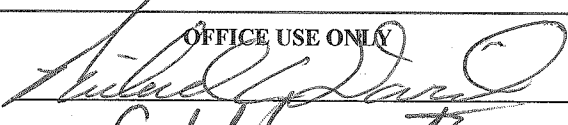


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R09-086

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

NO-COST TIME EXTENSION OF LOCAL/MISCELLANEOUS CONTRACT

NOTE: If there is a current Federal-Aid (FA) Authorization period from: MM/DD/YYYY to MM/DD/YYYY in the FA project description, a modified FA Authorization must be requested/submitted immediately.

DATE: 08/03/2015

CONTRACT #: D032026

PIN: 9009.24.321

PROJECT: Chenango River Trail Cheri Lindsey to Bevier St. (TEP)

In the County of: Broome

Municipality/Sponsor: City of Binghamton

Office Address: 38 Hawley St., Binghamton NY 13901-3776

Original Contract Period From: 06/05/2009 to 12/31/2014

Current Completion Date: 12/31/2014

Requested Extended Contract Completion Date: 06/30/2017

If applicable, Current Federal-Aid Authorization Period From: 06/05/2009 to 12/31/2014

Reason (s) for extension (Attach additional sheet if necessary):

Delays in Final Design with ROW Clearance due to uncooperative property owner(s); NYSDOT project 950061 to build sidewalk connection in Cheri Lindsey park entrance on Truesdell St.; design changes to this project require modifications to TE; letting moved to February 2016 for construction in 2016

Agreed to by _____ Date _____
Municipality/Sponsor

STATE OF NEW YORK)
)ss.:
COUNTY OF **BROOME**)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation; and that he signed his name thereto by like order.

Notary Public

Recommended by _____ Date _____
NYSDOT Project Manager

Approved by _____ Date _____
NYSDOT Contract Management Bureau



Legislative Branch

Resolution
RL Number:
RL-155
Date Submitted:
8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes, P.E.
Title/Department: Acting City Engineer, Engineering Dept.
Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: A No-Cost Time Extension on the Susquehanna North Bank Trail Development
(TEP) Project, PIN No. 9009.22.321

Suggested Content: A no-cost time extension on the Susquehanna North Bank Trail Development
(TEP) Project, to extend the project completion date to 6/30/17 due to permitting agencies having
concerns with flood protection device and impacts to floodwalls/dike as designed. Design is being
revised in 2015 to satisfy permitting agencies. Construction to be done in 2016.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R07-87

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

NOTE: If there is a current Federal-Aid (FA) Authorization period from: MM/DD/YYYY to MM/DD/YYYY in the FA project description, a modified FA Authorization must be requested/submitted immediately.

PIN: 9009.22.321



Legislative Branch

RL Number:

15-144

Date Submitted:

7/28/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer - Engineering

Contact Information: 772-7007

RL Information

Proposed Title: Supplemental Agreement No. 3 for Delta Engineers on the Exchange St. Bridge Rehabilitation Project, PIN No. 9753.10 for Additional Construction Inspection Services.

Suggested Content: Delta Engineers to provide extra CI on the Exchange St Bridge Rehab Project, PIN No. 9753.10, due to the addition of a second inspector needed to cover the cleaning & painting operations. The amt of Supplemental No. 3 is \$39,750. The revised total is NTE \$375,793, which is up to 95% reimbursable by NYSDOT & FHW. Available budge Line H5120.525137.40914 - Exchange St. Brdg

Additional Information

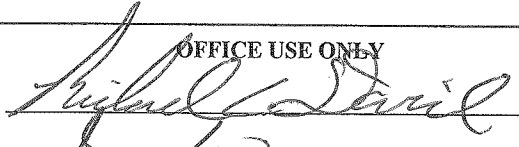


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R14-45

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Galus, Kelly

From: David Kennicutt [Dkennicutt@DELTAENGINEERS.COM]
Sent: Wednesday, July 22, 2015 7:50 AM
To: Holmes, Gary
Cc: Galus, Kelly; Joseph Mieczkowski
Subject: Supplemental construction inspection services - Exchange St. Bridge
Attachments: Exchange SA 3 2015-07-22.pdf

Gary:

Rich Perkins and I discussed the need for additional hours on the subject project, and we also documented this need in progress and cost control reports submitted with our invoices. As of June 27, we have just over \$37,500 remaining in the budget for construction inspection and our charges have been running about \$5,000 per week, but this will increase due to second inspector (starting today) that we need to help cover the cleaning and painting operations. I'm estimating that our bill for the period ending on July 25 will run about \$24,000, which will include subcontractor charges for concrete testing. Remaining funds will carry us into early August.

I've attached a supplemental agreement for your review and approval the remaining construction inspection work.

Thank you for your consideration. Please contact me if you have any questions.

Dave

David L. Kennicutt, PE
Senior Project Manager



AN ISO 9001:2008 REGISTERED COMPANY

Tel: 607.231.6606 860 Hooper Road
Fax: 607.231.6650 Endwell, NY 13760

"We are a seamless extension of our clients' organizations"

www.deltaengineers.com

This e-mail, along with any attached files, may contain confidential information for the sole use of the intended recipient(s). If you are not an intended recipient we apologize for this inconvenience and kindly request that you delete this message without forwarding or printing.

July 22, 2015

Mr. Gary Holmes, PE, Acting City Engineer
City of Binghamton
38 Hawley Street, 3rd Floor
Binghamton, NY 13901-3776

**RE: PIN 9753.10 Exchange Street over Susquehanna River
BIN 2226160
Supplemental Agreement No. 3
Delta Project No.: 2008.160.001**

Dear Mr. Holmes:

This supplemental agreement for the reference project modifies the original agreement approved by the City of Binghamton on October 5, 2009, as modified by Supplemental Agreement No. 1 signed on March 11, 2013 and Supplemental Agreement No. 2 signed on August 6, 2014 as follows:

Delta Engineers, Architects & Land Surveyors, PC proposes to provide the following extra work as described and in accordance with Attachments A, B & C:

- Supplemental construction inspection services for an amount of \$39,750.
- The total (Not to Exceed) amount for this contract will increase from the current amount of \$336,043 to \$375,793.

Please have one copy of this letter signed by an authorized representative of the City of Binghamton and returned to us.

Signed: _____ Date: _____

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.



David L. Kennicutt, PE
Senior Project Manager

Enc.

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 9753.10

Term of Agreement

Ends: December 31, 2015

BIN: 2226160

- ☐ Main Agreement ☐ Amendment to Agreement [add identifying #]
☒ Supplement to Agreement

Phase of Project Consultant to work on:

- ☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☐ Construction Support ☒ Construction Inspection

Dates or term of Consultant Performance:

Start Date: August 1, 2015

Finish Date: December 31, 2015

PROJECT DESCRIPTION:

The extra work under this supplemental agreement includes construction inspection services.

Project Location:

City of Binghamton, Broome County

Consultant Work Type(s): See Attachment B for more detailed Task List.
Construction Inspection

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$39,750

Footnotes:

ATTACHMENT B

Supplemental Agreement No. 3

Delta Engineers, Architects & Land Surveyors, PC

PIN 9753.10, BIN 2226160
Exchange Street over Susquehanna River
City of Binghamton, Broome County

Scope of Services

Section 9 – Construction Inspection

Supplemental agreement no. 2 assumed that construction would be performed in 2014 with a duration of 14 weeks. The construction contractor negotiated with the City a revised schedule that provided for work beginning on April 1, 2015 with a substantial completion date of August 31, 2015. The approved schedule has final completion on September 15, 2015, or 24 weeks from project start. Therefore, the Consultant will be required to expend additional hours to satisfactorily observe and document the construction work.

Due to the limited scope of services and the short duration of work for inspection assistance required during painting operations, Ravi Engineering & Land Surveying, PC (DBE subconsultant) is not able to provide the construction inspection support on this project (see attached letter). The Consultant will provide the additional support required.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9) Estimate no more than 400 hours of additional field inspection will be required.

David L. Kennicutt, PE
Senior Project Manager
Delta Engineers, Architects & Land Surveyors
860 Hooper Road
Endwell, NY 13760
Tel: 607.231.6606
Dkennicutt@DELTAENGINEERS.COM

RECEIVED

JUL 10 2015

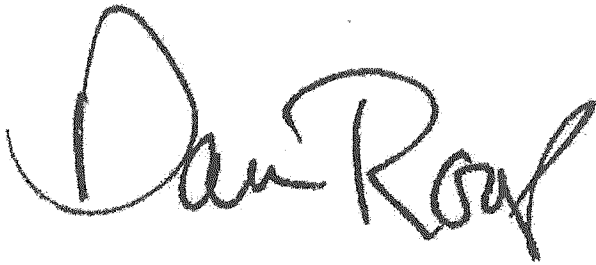
Delta Engineers, Architects,
& Land Surveyors

Mr. Kennicutt,

This letter is to confirm our telephone conversation of June 17, 2015. RE&LS has had great difficulty in providing the project staff requested by Delta Engineers, Architects & Land Surveyors for the Exchange St. Bridge assignment in Binghamton N.Y. RE&LS takes no exception with Delta Engineers, Architects & Land Surveyors providing said staff in house in lieu of utilizing RE&LS for this project.

It would be our request that, if possible Delta Engineers, Architects & Land Surveyors utilize our firm on a future Region 9 Local Project where DBE requirements and schedule provide a better fit for both firms.

Regards,



Daniel Roop
Manager of Construction Services
Ravi Engineering and Land Surveying, P.C.
2110 S. Clinton Ave, Suite 1
Rochester, New York 14618
585-223-3660 (Ext 313)
Direct: 585-697-2055
Cell: 585-613-6786
Fax : 585-223-4250
Email: droop@ravieng.com



ATTACHMENT C

Fee Summary

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.
 Exchange Street Bridge Rehabilitation
 PIN 9753.10
 CONSTRUCTION INSPECTION

	DESIGN SERVICES	CONSTRUCTION SERVICES
Technical Labor Cost		39,750
Technical Labor Premium Portion of overtime		
Direct Non- Salary Cost (estimated)		
Sub-Consultant Cost		
Inspection support		
Direct Non-Salary Cost (Sub-Contractor Cost) (Estimated)		
Overhead Currently Estimated at:		
148.00% Office		
120.00% Field		
Fixed Fee / Profit		
Total Estimated Cost		\$39,750

Estimated Labor Hours - Total
Delta Engineers, Architects, & Land Surveyors, P.C.

Exchange Street Bridge Rehabilitation

Proposal Name	0000-1000-0000

2003.160.001
Proposal Number

Bridge	X
Roadway	
Environmental	
Civil	
Lighting	
Landscaping	
Utility	

Phase	X

Study	Design	ROW	Construct
-------	--------	-----	-----------

Prepared by:
Date:

7/15/15

Date:

22

ked by:

Check

Task No.	Task Description	Principal	Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Senior Engineer	Engineer	Assistant Engineer	Sr. Technician	Technician	Technical Typist	Level 4 Inspector	Level 3 Inspector	Level 2 Inspector	Party Chief	Survey Technician	Subtotal
Section 9			10		80	10							300					400
9.02	On-site inspection		10		80	10							300					



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

William Berg, City Council President
Joseph Merrill, City Clerk

REQUEST FOR LEGISLATION COMMITTEE SIGN-OUT SHEET

RL NUMBER

15-144

DATE SUBMITTED

7/28/2015

PROPOSED TITLE

A Resolution authorizing the Mayor to enter into Supplemental Agreement No.3 with Delta Engineers on the Exchange St Bridge Rehabilitation project, PIN 9753.10 for additional construction inspection services

COMMITTEE

Finance

Committee Chair

Council Member

Committee Member

Council Member

Committee Member

Council Member

Council Member

Comments:

Held to 8/17 WS



Legislative Branch

RL Number:

15-146

Date Submitted:

7/29/10

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: X7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into a grant agreement with the

New York State Energy Research and Development Authority (NYSERDA) for NY PRIZE RFP 3044

State 1 Feasibility Assessment in the amount of \$100,000. — FOR MICROGRID

Suggested Content: To be drafted by Corporation Counsel.

Additional Information

Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☒ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: New York State Energy Research and Development Authority

Total project cost: \$100,000

Total amount of grant: \$100,000

Local match (if any): N/A

If local match is monetary, provide the budget line and title: N/A

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): _____

If reimbursable, source of funds pending reimbursement: _____

Grant project manager: _____

Anticipated date of project completion: January 2016

Special project completion requirements (if any): _____

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

**New York State Energy Research and Development Authority
("NYSERDA")**

NY PRIZE RFP 3044 Stage 1 Feasibility Assessment

AGREEMENT

1. Agreement Number: 66639
2. Contractor: City of Binghamton
3. Project Director: Richard C. David
4. Effective Date: June 10, 2015
5. Total Amount of Award: \$100,000
6. Project Period: June 10, 2015 – February 28, 2016
7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions; and
- Exhibit D, Prompt Payment Policy Statement.

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

CITY OF BINGHAMTON

**NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY**

By _____

By _____

Name _____

Jeffrey J. Pitkin
Treasurer

Title _____

**EXHIBIT A
STATEMENT OF WORK
Feasibility Assessment**

Contract Title: **City of Binghamton Community Microgrid Feasibility Study**
Contractor: City of Binghamton
Project Number: 66639

DEFINITIONS

1. *The Project* is defined as:

In this feasibility study, the City of Binghamton, along with its partners, Keystone Associates, ASI Energy, Earthkind Energy, GE Energy Consulting, and New York State Electric and Gas, will provide an assessment of microgrid options for the City of Binghamton. The microgrid facilities to be evaluated in the feasibility study will be the city hall, a police station, two (2) fire stations, the water and sewer building, a hotel, two (2) community recreational centers, a housing complex, three (3) commercial buildings, and a parking complex.

2. *The Project Objectives* are defined as:

The goal of the proposed project is to study the feasibility of building and operating a community microgrid for the purpose of maintaining electric services for the participating customers/facilities and the community at large in the City of Binghamton area at times when weather events or other emergencies severely disrupt the capacity of the local distribution and transmission system to serve essential community needs. The proposed project will consist of four (4) phases. The first is the initial planning phase of the microgrid configuration to define normal and emergency loads and identify distributed energy resources and demand response needs. The second phase will be the microgrid technical and cost designs, this will include the distributed energy resources sizing, quantity, and location; identification of electrical and equipment configuration; performance of steady state and transient voltage studies; impact of any renewable or distributed generation; system protection strategy, failure mode analysis, optimization analyses; and specification of microgrid controls with the preparation of cost estimates, system drawings and specifications for the microgrid's distributed energy resources, electric distribution, load management and microgrid controls components. Finally, the last two (2) phases will include an assessment of the business and commercial feasibility, along with the project's benefit and cost analysis.

3. *Contractor* is defined as:

City of Binghamton
City Hall
38 Hawley St. #4
Binghamton, NY 13901

4. *Subcontractors* are defined as:

Keystone Associates
Earthkind Energy
GE Energy Consulting
ASI Energy

Additions and/or Substitutes are allowed subject to written approval of Project Manager and formal modification to this Agreement.

PROJECT MANAGEMENT AND PROGRESS REPORTING

Task 0 – Project Management and Progress Reporting

0.0 Responsibility

The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, which shall include the following activities:

- a. Coordinate the work of the contractor's employees and those of sub-contractors and equipment vendors that are undertaking tasks described in this Statement of Work;
- b. Ensure control over the project budget and adherence to the project schedule; and
- c. Provide all project reporting to NYSERDA as specified in this Statement of Work.

0.1 Progress Reporting

The Contractor shall submit **monthly** progress reports to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects, in the order indicated, with appropriate explanation and discussion:

- a. Name of Contractor;
- b. Title of the project;
- c. Agreement number;
- d. Reporting period;
- e. Project progress including a summary of progress, findings, data, analyses, results and field-tests results from all tasks carried out in the covered period;
- f. Planned work for the next reporting period;
- g. Identification of problems;
- h. Planned or proposed solutions to identify problems described in (f) above;
- i. Ability to meet Milestone Payment Schedule, reasons for slippage in schedule;
- j. Milestone Payment Schedule-percentage completed and projected percentage of completion of performance by calendar quarter-may be presented as a bar chart or milestone chart; and
- k. Milestone Payment Schedule- analysis of actual costs incurred in relation to the Milestone Payment Schedule.

Deliverable(s): Written Periodic Progress Reports.

0.2 Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting **within fifteen days** from the contract execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of sub-contractors and equipment vendors, if applicable. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable(s): A brief report regarding the project kickoff meeting.

0.3 Project Completion Meeting

The Contractor shall conduct a project completion meeting, which shall occur within a time period covering **15 days prior to and 15 days following** the submission of the draft Final Written Document. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable(s): A brief report regarding the project completion meeting.

0.4 Project Metrics Reporting

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Reports shall continue to be submitted for **two (2)** consecutive calendar years after the project is completed. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

Deliverable(s): Written Annual Metrics Report

PROJECT TASKS

The feasibility assessment must fully address a multitude of questions as delineated in the work tasks identified below. The technical analyses shall calculate the energy impacts through sound engineering practices such as modeling (please specify software) or spreadsheets. NYSERDA requires access to view assumptions used in the energy analysis. If utilizing proprietary software or spreadsheets please discuss with NYSERDA an appropriate solution to sharing assumptions and results.

Task 1 Description of Microgrid Capabilities

Sub Task 1.1 Minimum Required Capabilities

The Contractor shall demonstrate that the proposed microgrid has the following minimum required capabilities:

- Serves at least one (1) but preferably more, physically separated critical facilities located on one (1) or more properties.
- The primary generation source capacity cannot be totally diesel fueled generators.
- A combination of generation resources must provide on-site power in both grid-connected and islanded mode.
- Must be able to form an intentional island.
- Must be able to automatically separate from grid on loss of utility source and restore to grid after normal power is restored.

- Must comply with manufacturer's requirements for scheduled maintenance intervals for all generation; plan on intermittent renewable resources that will be utilized toward overall generation capacity only if paired with proper generation and/or energy storage that will allow 24 hrs per day and seven (7) days per week utilization of the power produced by these resources.
- Generation must be able to follow the load while maintaining the voltage and frequency when running parallel connected to grid. It also needs to follow system load and maintain system voltage within American National Standards Institute (ANSI) c84-1 standards when islanded.
- Include a means for two-way communication and control between the community microgrid owner/operator and the local distribution utility through automated, seamless integration. Include processes to secure control/communication systems from cyber-intrusions/disruptions and protect the privacy of sensitive data.
- Provide power to critical facilities and a diverse group of customers connected directly to the microgrid—diversity should apply to customer type (e.g. residential, small commercial, industrial, institutional, etc.) and overall demand and load profile.
- Must include an uninterruptible fuel supply or minimum of one (1) week of fuel supply on-site.
- Demonstrate that critical facilities and generation are resilient to the forces of nature that are typical to and pose the highest risk to the location/facilities in the community grid. Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.
- Provide black-start capability.

Sub Task 1.2 Preferable Microgrid Capabilities

The Contractor shall indicate to what degree the microgrid includes the following preferred capabilities:

- Integrate and demonstrate operation of advanced, innovative technologies in electric system design and operations, including, but not limited to, technologies that enable customer interaction with the grid such as, Microgrid Logic Controllers, Smart Grid Technologies, Smart Meters, Distribution Automation, Energy Storage;
 - Include an active network control system that optimizes demand, supply and other network operation functions within the microgrid;
 - Include energy efficiency and other demand response options to minimize new microgrid generation requirements;
 - Address installation, operations and maintenance and communications for the electric system to which interconnection is planned (e.g., underground networks, overhead loops, radial overhead systems);
 - Coordinate with the Reforming the Energy Vision (REV) work to provide a platform for the delivery of innovative services to the end use customers;
 - Take account of a comprehensive cost/benefit analysis that includes, but is not limited to, the community, utility and developer's perspective;
 - Leverage private capital to the maximum extent possible as measured by total private investment in the project and the ratio of public to private dollars invested in the project;

- Involve clean power supply sources that minimize environmental impacts, including local renewable resources, as measured by total percentage of community load covered by carbon-free energy generation;
- Demonstrate tangible community benefits, including but not limited to, (e.g. jobs created, number of customers served, number of buildings affected, scale of energy efficiency retrofits, etc.)
- Incorporate innovation that strengthens the surrounding power grid and increases the amount of actionable information available to customers—providing a platform for customers to be able to interact with the grid in ways that maximize its value.

Deliverables: Documentation of the work conducted under each sub-task under Task 1: Description of Microgrid Capabilities, organized by sub-task.

Task 2: Develop Preliminary Technical Design Costs and Configuration

The Contractor shall conduct a preliminary assessment of the technical design and system configuration for the proposed community microgrid in accordance with the following sub tasks:

Note: Estimation of the costs and benefits at this stage of the NY Prize Community Grid Competition (Feasibility) is likely to be accurate within +/- 30%. The emphasis at this stage of analysis is on establishing a reasonable basis for competing for funding for a detailed, audit-grade engineering and business case analysis at a subsequent stage of the NY Prize Community Grid Competition.

Sub Task 2.1 Proposed Microgrid Infrastructure and Operations

The Contractor shall:

- Provide a simplified equipment layout diagram and a simplified one-line diagram of the proposed microgrid, include location of the distributed energy resources (DER) and utility interconnection points. Identify new and existing infrastructure that will be a part of the microgrid.
- Provide a brief narrative describing how the proposed microgrid will operate under normal and emergency conditions. Include description of normal and emergency operations.

Sub Task 2.2 Load Characterization

The Contractor shall:

- Fully describe the electrical and thermal loads served by the microgrid when operating in islanded and parallel modes: Peak KW, Average KW, annual/monthly/weekly KWh, annual/monthly/weekly BTU(consumed and recovered) and identify the location of the electrical loads on the simplified equipment layout and one-line diagrams.
- Provide hourly load profile of the loads included in the microgrid and identify the source of the data. If hourly loads are not available, best alternative information shall be provided.

- Provide a written description of the sizing of the loads to be served by the microgrid including a description of any redundancy opportunities (ex: n-1) to account for equipment downtime.

Sub Task 2.3 Distributed Energy Resources Characterization

The Contractor shall:

- Provide the following information regarding Distributed Energy Resources (DER) and thermal generation resources that are a part of the microgrid:
 - (i) Type (distributed generation (DG), combined heat and power (CHP), photovoltaic (PV), boiler, solar water heater etc.),
 - (ii) rating (KW/BTU), and,
 - (iii) Fuel (gas, oil etc.).
- If new DER or other thermal generation resources are a part of the microgrid, provide a written description of the approximate location and space available. Identify the DERs on the simplified equipment layout and one-line diagrams. Differentiate between new and existing resources.
- Provide a written description of the adequacy of the DERs and thermal generation resources to continuously meet electrical and thermal demand in the microgrid.
- Describe how resilient the DERs and thermal generation resources will be to the forces of nature (severe weather) that are typical to and pose the highest risk to their operation (example, reduced or zero output due to snow cover over PV panels, potential flooding of low lying areas, etc.)?
- Provide a description of the fuel sources for DER. Describe how many days of continuous operation of the microgrid can be achieved with current fuel storage capability? If additional fuel storage is required, provide a written description of needs required for this.
- Provide a written description of the capability of DERs including, but not limited to the following capabilities; black start, load-following, part-load operation, maintain voltage, maintain frequency, capability to ride-through voltage and frequency events in islanded mode, capability to meet interconnection standards in grid-connected mode.

Sub Task 2.4 Electrical and Thermal Infrastructure Characterization

The Contractor shall:

- Provide a high-level written description of the electrical infrastructure (feeders, lines, relays, breakers, switches, current and potential transformers (CTs and PTs) and thermal infrastructure (steam, hot water, cold water pipes) that are a part of the microgrid. Identify the electrical and thermal infrastructure on the simplified equipment layout (with approximate routing) and one-line diagrams (electrical only). Differentiate between new, updated and existing infrastructure.
- Describe how resilient the electrical and thermal infrastructure will be to the forces of nature that are typical to and pose the highest risk to the location/facilities. Describe how the microgrid can

remain resilient to disruption caused by such phenomenon and for what duration of time. Discuss the impact of severe weather on the electrical and thermal infrastructure.

- Provide a written description of how the microgrid will be interconnected to the grid. Will there be multiple points of interconnection with the grid. What additional investments in utility infrastructure may be required to allow the proposed microgrid to separate and isolate from the utility grid. Provide a written description of the basic protection mechanism within the microgrid boundary.

Sub Task 2.5 Microgrid and Building Controls Characterization

The Contractor shall:

- Provide a high-level written description of the microgrid control architecture and how it interacts with DER controls and Building Energy Management Systems (BEMS), if applicable. Identify the locations of microgrid and building controls on the simplified equipment layout diagram. Differentiate between new and existing controls.
- Provide a brief written description of the services that could be provided by the microgrid controls including, but not limited to the following:
 - Automatically connecting to and disconnecting from the grid
 - Load shedding schemes
 - Black start and load addition
 - Performing economic dispatch and load following
 - Demand response
 - Storage optimization
 - Maintaining frequency and voltage
 - PV observability and controllability; forecasting
 - Coordination of protection settings
 - Selling energy and ancillary services
 - Data logging features
 - How resilient are the microgrid and building controls? Discuss the impact of severe weather on the microgrid and building controls.

Sub Task 2.6 Information Technology (IT)/Telecommunications Infrastructure Characterization

The Contractor shall:

- Provide a high-level written description of the IT/Telecommunications Infrastructure (wide area networks, access point, ethernet switch, cables etc.) and protocols. Identify the IT and telecommunications infrastructure on the simplified equipment layout diagram. Differentiate between new and existing infrastructure.
- Provide a written brief description of communications within the microgrid and between the microgrid and the utility. Can the microgrid operate when there is a loss in communications with the utility? How resilient are the IT and telecommunications infrastructure?

Deliverables: Documentation of the work conducted under each sub-task under Task 2: Develop Preliminary Technical Design Costs and Configuration, organized by sub-task.

Task 3: Assessment of Microgrid's Commercial and Financial Feasibility

The Contractor shall conduct an assessment of the commercial and financial feasibility of the proposed microgrid project in accordance with the following requirements.

Sub Task 3.1 Commercial Viability – Customers

The Contractor shall describe the commercial terms/relationship between participants in the microgrid project, products expected to be produced by the microgrid and arrangements for sharing of benefits by addressing no less than the following items below:

- Identify the number of individuals affected by/associated with critical loads should these loads go unserved (e.g. in a storm event with no microgrid).
- Identify any direct/paid services generated by microgrid operation, such as ancillary services, or indirect benefits, such as improved operation, to the utility or New York Independent System Operator (NYISO)? If yes, what are they?
- Identify each of the microgrid's customers expected to purchase services from the microgrid.
- Identify other microgrid stakeholders; what customers will be indirectly affected (positively or negatively) by the microgrid.
- Describe the relationship between the microgrid owner and the purchaser of the power.
- Indicate which party/customers will purchase electricity during normal operation. During islanded operation? If these entities are different, describe why.
- What are the planned or executed contractual agreements with critical and non-critical load purchasers?
- How does the applicant plan to solicit and register customers (i.e. purchasers of electricity) to be part of their project?
- Are there any other energy commodities (such as steam, hot water, chilled water) that the microgrid will provide to customers?

Sub Task 3.2 Commercial Viability - Value Proposition

The Contractor shall describe the value the microgrid is expected to provide directly to its participants, to the community at large, the local electric distribution utility and the State of New York by addressing no less than the following items below:

- What benefits and costs will the community realize by the construction and operation of this project?
- How would installing this microgrid benefit the utility? (E.g. reduce congestion or defer upgrades)? What costs would the utility incur as a result of this project?

- Describe the proposed business model for this project. Include an analysis of strengths, weaknesses, opportunities and threats (SWOT) for the proposed business model.
- Are there any characteristics of the site or technology (including, but not limited to, generation, storage, controls, information technology (IT), automated metering infrastructure (AMI), other, that make this project unique?
- What makes this project replicable? Scalable?
- What is the purpose and need for this project? Why is reliability/resiliency particularly important for this location? What types of disruptive phenomenon (weather, other) will the microgrid be designed for? Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.
- Describe the project's overall value proposition to each of its identified customers and stakeholders, including, but not limited, the electricity purchaser, the community, the utility, the suppliers and partners, and NY State.
- What added revenue streams, savings, and/or costs will this microgrid create for the purchaser of its power?
- How does the proposed project promote state policy objectives (e.g. NY REV, Renewable Portfolio Standard (RPS))?
- How would this project promote new technology (including, but not limited to, generation, storage, controls, IT, AMI, other)? What are they?

Sub Task 3.3 Commercial Viability - Project Team

The Contractor shall address no less than each of the following items below in describing the structure of the project team and the roles, strengths and resources of its members and other necessary partners.

- Describe the current status and approach to securing support from local partners such as municipal government? Community groups? Residents?
- What role will each team member (including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners) play in the development of the project? Construction? Operation?
- Are public/private partnerships used in this project? If yes, describe this relationship and why it will benefit the project.
- Describe the financial strength of the applicant. If the applicant is not the eventual owner or project lead, describe the financial strength of those entities.
- For identified project team members, including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners, what are their qualifications and performance records?
- Are the contractors and suppliers identified? If yes, who are they, what services will each provide and what is the relationship to the applicant? If no, what types of team members will be required and what is the proposed approach to selecting and contracting?

- Are the project financiers or investors identified? If yes, who are they and what is their relationship to the applicant? If no, what is the proposed approach to securing proposed financing? Will other members of the project team contribute any financial resources?
- Are there legal and regulatory advisors on the team? If yes, please identify them and describe their qualifications. If no, what is the proposed approach to enlisting support in this subject area?

Sub Task 3.4 Commercial Viability - Creating and Delivering Value

The Contractor shall describe the mechanics of ensuring that expected value is delivered to project participants, by addressing no less than the following items below:

- How were the specific microgrid technologies chosen? Specifically discuss benefits and challenges of employing these technologies.
- What assets does the applicant and/or microgrid owner already own that can be leveraged to complete this project?
- How do the design, technology choice, and/or contracts ensure that the system balances generation and load?
- What permits and/or special permissions will be required to construct this project? Are they unique or would they be required of any microgrid? Why?
- What is the proposed approach for developing, constructing and operating the project?
- How are benefits of the microgrid passed to the community? Will the community incur any costs? If so, list the additional costs.
- What will be required of the utility to ensure this project creates value for the purchaser of the electricity and the community?
- Have the microgrid technologies (including but limited to: generation, storage, controls) been used or demonstrated before? If yes, describe the circumstances and lessons learned.
- Describe the operational scheme, including, but not limited to, technical, financial, transactional and decision making responsibilities that will be used to ensure this project operates as expected.
- How does the project owner plan to charge the purchasers of electricity services? How will the purchasers' use be metered?
- Are there business/commercialization and replication plans appropriate for the type of project?
- How significant are the barriers to market entry microgrid participants?
- Does the proposer demonstrate a clear understanding of the steps required to overcome these barriers?

Sub Task 3.5 Financial Viability

The Contractor shall describe the case for financial viability for development and operation of the microgrid by addressing no less than the following items below:

- What are the categories and relative magnitudes of the revenue streams and/or savings that will flow to the microgrid owner? Will they be fixed or variable?
- What other incentives will be required or preferred for this project to proceed? How does the timing of those incentives affect the development and deployment of this project?
- What are the categories and relative magnitudes of the capital and operating costs that will be incurred by the microgrid owner? Will they be fixed or variable?
- How does the business model for this project ensure that it will be profitable?
- Describe the financing structure for this project during development, construction and operation.

Sub Task 3.6 Legal Viability

The Contractor shall describe the legal terms and conditions and other requirements necessary to develop and operate the microgrid by addressing no less than the items below:

- Describe the proposed project ownership structure and project team members that will have a stake in the ownership.
- Has the project owner been identified? If yes, who is it and what is the relationship to the applicant? If no, what is the proposed approach to securing the project owner?
- Does the project owner (or owners) own the site(s) where microgrid equipment/systems are to be installed? If not, what is the plan to secure access to that/those site(s)?
- What is the approach to protecting the privacy rights of the microgrid's customers?
- Describe any known, anticipated, or potential regulatory hurdles, as well as their implications that will need to be evaluated and resolved for this project to proceed. What is the plan to address them?

Deliverable: Documentation of the work conducted under each sub-task under Task 3: Assessment of Microgrid's Commercial and Financial Feasibility, organized by sub-task.

Task 4: Develop Information for Benefit Cost Analysis

The Contractor shall develop and provide the information for the data capture and facility questionnaire information sheets required to support an independent evaluation of project costs and benefits for this stage of analysis.

Sub Task 4.1 Facility and Customer Description

The Contractor shall list and describe all facilities that will be served by the microgrid. For each facility the Contractor shall:

- Indicate the rate class to which the facility belongs (i.e., residential, small commercial/industrial, large commercial/industrial).
- Indicate the economic sector to which the facility belongs (e.g., manufacturing, wholesale and retail trade, etc.).

- Indicate whether multiple ratepayers are present at the facility (e.g., multi-family apartment buildings).
- Indicate the facility's average annual electricity demand (MWh) and peak electricity demand (MW). For facilities with multiple ratepayers, indicate average annual and peak demand per customer, rather than for the facility as a whole.
- Indicate the percentage of the facility's average demand the microgrid would be designed to support during a major power outage.
- In the event of a multi-day outage, indicate the number of hours per day, on average, the facility would require electricity from the microgrid.

Sub Task 4.2 Characterization of Distributed Energy Resources

The Contractor shall describe the distributed energy resources (DER) the microgrid would incorporate, including for each the items below:

- Energy/fuel source.
- Nameplate capacity.
- Estimated average annual production (MWh) under normal operating conditions.
- Average daily production (MWh/day) in the event of a major power outage.
- For fuel-based DER, fuel consumption per MWh generated (MMBtu/MWh).

Sub Task 4.3 Capacity Impacts and Ancillary Services

The Contractor shall provide estimates of the following services/value the microgrid is expected to provide, as applicable:

- The impact of the expected provision of peak load support on generating capacity requirements (MW/year).
- Capacity (MW/year) of demand response that would be available by each facility the microgrid would serve.
- Associated impact (deferral or avoidance) on transmission capacity requirements (MW/year).
- Associated impact (deferral or avoidance) on distribution capacity requirements (MW/year).
- Ancillary services to the local utility (e.g., frequency or real power support, voltage or reactive power support, black start or system restoration support)
- Estimates of the projected annual energy savings from development of a new combined heat and power (CHP) system relative to the current heating system and current type of fuel being used by such system
- Environmental regulations mandating the purchase of emissions allowances for the microgrid (e.g., due to system size thresholds)
- Emission rates of the microgrid for CO₂, SO₂, NO_x, and Particulate Matter (emissions/MWh).

Sub Task 4.4 Project Costs

The Contractor shall provide the following cost information for the microgrid:

- Fully installed costs and engineering life span of all capital equipment.
- Initial planning and design costs.
- Fixed operations and maintenance (O&M) costs (\$/year).

- Variable O&M costs, excluding fuel costs (\$/MWh).
- What is the maximum amount of time each DER would be able to operate in islanded mode without replenishing its fuel supply? How much fuel would the DER consume during this period?

Sub Task 4.5 Costs to Maintain Service during a Power Outage

For each facility the microgrid would serve, the Contractor shall describe its current backup generation capabilities, if any, by providing the following information:

- Fuel/energy source of each existing backup generator.
- Nameplate capacity of each existing backup generator.
- The percentage of nameplate capacity at which each backup generator is likely to operate during an extended power outage.
- Average daily electricity production (MWh/day) for each generator in the event of a major power outage, and the associated amount of fuel (MMBtu/day) required to generate that electricity.
- Any one-time costs (e.g., labor or contract service costs) associated with connecting and starting each backup generator.
- Any daily costs (\$/day) (e.g., maintenance costs) associated with operating each backup generator, excluding fuel costs.
- Given a widespread power outage (i.e., a total loss of power in the surrounding area), describe and estimate the costs of any emergency measures that would be necessary for each facility to maintain operations, preserve property, and/or protect the health and safety of workers, residents, or the general public. Please include costs for one-time measures (e.g., total costs for connecting backup power) and any ongoing measures (expressed in terms of average costs per day). Specify these costs for two scenarios: (1) when the facility is operating on backup power, if applicable, and (2) when backup power is not available.

Sub Task 4.6 Services Supported by the Microgrid

For facilities that provide fire, emergency medical, hospital, police, wastewater, or water services, the Contractor shall:

- Estimate the population served by each facility.
- Describe how a power outage would impact each facility's ability to provide services. If possible, estimate a percentage loss in the facility's ability to serve its population during a power outage, relative to normal operations (e.g., 20% service loss during a power outage), both when the facility is operating on backup power and when backup power is not available.

For residential facilities, the Contractor shall:

- Describe the type of housing the facility provides (e.g., group housing, apartments, dormitory, nursing home, assisted living, etc.).
- Estimate the number of residents that would be left without power during a power outage.

Deliverable: Documentation of the work conducted under each sub-task under Task 4: Develop Information for Benefit Cost Analysis, organized by sub-task.

PROJECT RESULTS -- FINAL DOCUMENTATION

Task 5- Final Written Documentation

5.0 The Contractor shall prepare a detailed Final Written Document in the form of a report covering all aspects of the work performed under this Agreement.

- a. The report shall include information on the following subjects and synthesize all information into understandable and actionable findings. Reports must also include a description of assumptions or manipulations to calculations/projections performed and/or a summary of input data for any modeling performed:
 1. Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
 2. Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the Project; and
 3. Environmental, and economic benefits, and implementation scenarios associated with such.
- b. The report shall be provided in Draft and Final form as follows:
 1. A Draft Version of the Final Written Document in the form of a report shall be submitted to NYSERDA's Project Manager **no later than the date specified** in the Milestone Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 30 working days after receipt of such draft.
 2. A Final Version of the Final Written Document in the form of a report shall be submitted **within 30 working days** after receipt of NYSERDA's comments. The Contractor shall:
 - a. prepare the final version of the Final Written Document to reflect careful consideration of NYSERDA's comments to the satisfaction of NYSERDA;
 - b. submit electronic copy of the final version of the Final Written Document.

Deliverable(s):

1. A draft version of the Final Written Document.
2. An accepted final version of the Final Written Document

Milestone Payment Schedule

Milestone Number	Project # 66639 Milestone Description	Month Completion	NYSERDA	
			Milestone Payment	External Cost Share
0	Project Management and Reporting	On-going		
1	Develop Microgrid Capabilities	2	\$ 15,000	\$ 40,000
2	Develop Technical Design Costs & Configuration	4	\$ 40,000	\$ 70,000
3	Assessment of Microgrid Commercial & Financial Feasibility	5	\$ 10,000	\$ 40,000
4	Develop Information for Costs & Benefit Analysis	6	\$ 15,000	\$ 40,000
5	Accepted Final Written Document	8	\$ 20,000	\$ 22,000
	Total		\$ 100,000	\$212,000
		Total Cost	312,000	

ATTACHMENT A-1

Metrics Reporting Guide

Information Dissemination

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented.

Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Reports shall continue to be submitted for **two** consecutive calendar years after the project is completed. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

A form will be provided to you to submit the following metrics:

Information Dissemination

Name of Presentation or Event	<i>Names of the presentation or event where information was communicated about the product, company or research</i>
Organization that hosted the event	<i>Name of the organization that hosted the event</i>
Type of event	<i>The type of event where information was communicated about your company, product or research (e.g. conference, workshop, media event, etc.)</i>

Publications

Publication Date	<i>Date information is published (month & year)</i>
Publication Title	<i>Name of publication written as a result of research performed under contract with NYSERDA</i>
Publication Type	<i>Examples: Citation, Final/Technical Report, Newsletter, Trade Publication etc.</i>
Periodical Name	<i>Name of periodical the publication appeared in (if applicable)</i>
Policy Development	<i>State if this publication been cited in government policy development</i>
Names of Authors	<i>Author First & Last Names</i>

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted therein, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl M. Glanton, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms. It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D.

Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event so identified, the Contractor may submit invoices, including documentation reasonably sufficient to demonstrate completion, requesting payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work, including evidence of the Contractor's cost share, if applicable.

Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for Milestone payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable," or submitted electronically to invoices@nyserda.ny.gov. Such invoices shall make reference to the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, if applicable.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six (6) months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Contractor in the course of its performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Purchase Orders

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the

nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C, Section 7 regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York

State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Representations. The Contractor represents that:

- (a) all information provided and all representations made by Contractor as a part of the proposal, if any, submitted to NYSERDA in order to obtain or in application for this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;
- (b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;
- (c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;
- (d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted professional standards;
- (e) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;
- (f) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;
- (g) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;
- (h) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;
- (i) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement.

Article X

Intentionally Deleted

Article XI

Intentionally Deleted

Article XII

Stop Work Order; Termination

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts

justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVI shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(c) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance

with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or
- (v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Cheryl M. Glanton

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Cheryl.Glanton@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

City of Binghamton

Name: Richard C. David

Title: Mayor

Address: 38 Hawley Street , Attn: Amelia LoDolce , Binghamton, NY,13901

Facsimile Number: 607-772-7001

E-Mail Address: rcdavid@cityofbinghamton.com

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties

for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of

receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent

to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information,

Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.state.ny.us/coog/foil2.html>) and NYSERDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>).

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of

discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law (See www.ogs.ny.gov/about/regs/ida.asp).

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date

when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

William Berg, City Council President
Joseph Merrill, City Clerk

REQUEST FOR LEGISLATION COMMITTEE SIGN-OUT SHEET

RL NUMBER

15-146

DATE SUBMITTED

7/29/2015

PROPOSED TITLE

A Resolution authorizing the Mayor to enter into a grant agreement with New York State Energy Research and Development Authority (NYSERDA) for NY PRIZE RFP 3044 State 1 Feasibility Assessment in the amount of \$100,000

COMMITTEE

Finance

Committee Chair

Council Member

Committee Member

Council Member

Committee Member

Council Member

Council Member

Comments:



Legislative Branch

Ordinance
RL Number: RL-158
Date Submitted: 8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Carol Quinlivan

Title/Department: Asst. Director of Parks & Recreation

Contact Information: 772-7017

RL Information

Proposed Title: Donation of Football Helmets

Suggested Content: Youth Football Program Equipment in need of replacement. Based on the number of youth concussions, our program must have certified new youth football helmets. Don Perkins has generously offered \$5,000 worth of football helmets.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input checked="" type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

Ordinance

RL Number:

RL-157

Date Submitted:

8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Binghamton-Johnson City Joint Sewage Board

Title/Department: Charlie Pearsall, Business Manager

Contact Information: cpearsall@stny.rr.com, 607-217-5429

RL Information

Proposed Title: Transfer to cover BAF Legal retainer/expenses and Lead Agency Engineering and Process experts for ongoing litigation

Suggested Content: Estimates from the attorney for Hinckley Allen & Snyder LLP for the expected expenses to be incurred in the months remaining for 2015 indicate a shortfall in the appropriated amount on budget line J8130.54430.J0BAF. Based on estimated activity the Board recommends \$140,000 be moved from Contingency (J8130.55000) and \$140,000 be moved from Chemicals (J8130.54150).

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

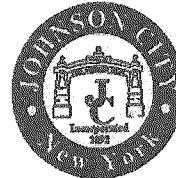
Corporation Counsel: _____

Finance ☒ Planning ☐ MPA ☐ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

C4



Binghamton-Johnson City
JOINT SEWAGE BOARD



Eugene Hulbert, Sr.
Gary Holmes
Edward Crumb

Stephen Andrew
George Kolba, Jr.
Ron C. Davis

**CERTIFICATE OF RESOLUTION OF THE
BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD REGARDING:
TRANSFER OF MONIES OUT OF 2015 CONTINGENCY & CHEMICAL LINE
INTO BAF LEGAL SERVICES**

I, Michele Cuevas, Confidential Secretary of the Binghamton-Johnson City Joint Sewage Board, DO HEREBY CERTIFY that, at the regular meeting of the Binghamton-Johnson City Joint Sewage Board held on August 11, 2015, duly convened and a quorum being present and participating throughout the subject action set forth below, the following RESOLUTION was duly adopted on motion duly made, seconded, and carried, which RESOLUTION remain in full force and effect:

Board Members present:

George Kolba, Jr., (Chairman), Eugene Hulbert, Sr., Edward Crumb, Gary Holmes and Ronald Davis

**Motion made by Eugene Hulbert to transfer \$140,000.00 from J8130.55000 (Contingency) & \$140,000.00 from JH8130.54150 (Chemicals) to J 8130.54430 (BAF Legal)
Seconded by Gary Holmes.**

Motion carried: 5 ayes, 0 nays, 1 absent (SA)

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolution duly adopted at the aforesaid meeting of the Joint Sewage Board in accordance with the provisions of said Board's By-Laws, that the resolution has not in any way been rescinded or annulled, and that the resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Confidential Secretary of the Joint Sewage Board, this 12th day of August, 2015.

Michele Cuevas

Confidential Secretary, Joint Sewage Board

ATTEST:

Charles Pearsall

Business Manager, Joint Sewage Board

Catherine P. Young, Superintendent
Binghamton-Johnson City Joint Sewage Treatment Facilities
4480 Vestal Road, Vestal, New York 13850
Phone: 607-729-2975 Fax: 607-729-0110
Email: bjcwwtp@stny.rr.com

**REQUEST FOR LEGISLATION
TO THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board
Title & Department, if applicable: POC: Charlie Pearsall, Business Manager
Address: 4480 Vestal Road
Vestal, NY 13850
Telephone: 765-6870 (cell)

SUGGESTED TITLE: Transfer to cover BAF Legal retainer/expenses and Lead Agency Engineering and Process experts for ongoing litigation

PURPOSE OF LEGISLATION: Currently there are insufficient available appropriations to cover the latest estimate from the involved parties.

SUGGESTED CONTENT: Estimates from the attorney for Hinckley, Allen & Snyder LLP for the expected expenses to be incurred in the months remaining for 2015 indicate a shortfall in the appropriated amount on budget line J8130.54430.J0BAF. Based on estimated activity the Board recommends that \$140,000 be transferred from Contingency (J8130.55000) and another \$140,000 be transferred from Chemicals (J8130.54150) in the 2015 Budget.



Legislative Branch

Resolution

RL Number:	15-159
Date Submitted:	8/12/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager,
Title/Department: Comptroller
Contact Information: 607-772-7011

RL Information

Proposed Title: Allow the Mayor to enter into a contract with Excellus for the 2016 Health Insurance.
A Resolution Authorizing the Mayor --

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Proprietary Information - Confidential

**Summary of Proposals
CITY OF BINGHAMTON**

Contract Period: January 1, 2016 through December 31, 2016

Funding Arrangement:

Minimum Premium with Cash Cap Group Risk

Proposal Summary			
Proposal and Description	Comparison to Current Benefit Premium	Vs. Current Premium ¹	Estimated Premium Equivalent ¹
Renew at Current Benefits	NA	-1.6%	\$ 6,917,132

¹Assumes contract distribution as shown on detailed rates exhibit

CS



Proprietary Information - Confidential

Proposal - Renew at Current Benefits
CITY OF BINGHAMTON
Contract Period: January 1, 2016 through December 31, 2016

Funding Arrangement:

Minimum Premium with Cash Cap Group Risk

Non Medicare Eligible								
Plan	Tier	Projected Contracts	Claims	Retention	Cash Cap Recoup	Total Rate	Monthly Cash Cap	
Classic Blue Regionwide (BR ID: 0568517-06)	Single	45	\$ 761.16	\$ 52.35	\$ 0.00	\$ 813.51	\$	709.33
	Family	133	1,912.62	52.35	0.00	1,964.97		1,807.10
Excellus BluePPO Option B (BR ID: 0568518-06)	Single	149	\$ 655.62	\$ 52.35	\$ 0.00	\$ 707.97	\$	608.71
	Family	97	1,657.74	52.35	0.00	1,710.09		1,564.10
Non Joint Sewer Medicare Eligible								
Plan	Tier	Projected Contracts	Claims	Retention	Cash Cap Recoup	Total Rate	Monthly Cash Cap	
Excellus BluePPO Option B (BR ID: 0568520-06)	Single	9	\$ 463.96	\$ 49.35	\$ 0.00	\$ 513.31	\$	431.08
Simply Prescription Drugs - \$5/\$15/\$30 (BR ID: 0568522-06)	Single	11	\$ 223.60	\$ 3.00	\$ 0.00	\$ 226.60	\$	203.63
	Simply Rx Subsidized					205.60		

Initial to signify approval of rates for proposal: _____

C9



Proposal - Renew at Current Benefits (Continued)
CITY OF BINGHAMTON
Contract Period: January 1, 2016 through December 31, 2016

Funding Arrangement:**Minimum Premium with Cash Cap Group Risk****Financial Terms / Assumptions**

- Rates shown are good through 9/17/2015. If Group does not accept this rate action prior to the expiration date, Excellus BlueCross BlueShield reserves the right to re-rate the renewal.
- Signature below indicates acceptance of all rates and terms for this proposal and its accompanying benefit sheet.
- Terms and assumptions used in this rate sheet are superceded by the group contract.
- Rates are for Minimum Premium with Cash Cap Group Risk arrangement.
- Claims and Total Rates include NYS Covered Lives Assessment, AEA Fees, Health Insurer and Reinsurance Contribution Fees. Monthly Cash Cap excludes AEA Fees, NYS Covered Lives Assessment, Health Insurer Fee and Reinsurance Contribution Fee.
- This financial arrangement requires a minimum of 250 contracts enrolled.
- Enrollment variations greater than +/-10% require a rate review which may cause a rate adjustment.
- Group will be billed AEA and the NYS Covered Lives Assessment.
- A surcharge for third party reporting will apply when Stop Loss coverage is purchased through an external vendor.
- Stop Loss premium is not included in the budgeted rates.
- Changes in federal or state benefit mandates or tax policies will require a rate review which may cause a rate adjustment.
- For the minimum premium arrangement, there will be a monthly cash cap for claims wiring.
- The cash cap is calculated as the estimated employer liability multiplied by the contracts.
- Any amounts above the cash cap can be recouped in future months when the claims are below the cash cap (up to the cumulative monthly cash cap). At the end of a contract year, any amount above the cash cap can be recouped in future employer liability calculations.
- Upon termination, CITY OF BINGHAMTON is responsible for any cumulative cash cap deficit.
- Benefits in these proposals have been modified to comply with Health Care Reform and are subject to change due to our continued efforts to comply with federal and/or state laws and regulations.
- Medicare Part D Prescription drug rates are subsidized through Excellus.
- Rates include taxes and fees as identified on the Impact Estimate of Taxes, Fees and Assessments exhibit.
- The Prorated Health Insurer Fee will be billed as 4.05% of claims on a weekly basis (one week behind) for all Minimum Premium groups. The Reinsurance Contribution fee will be billed as \$5.03 PCPM. PCORI will be billed as \$0.39 PCPM. All fees to be billed starting 1/1/2016.
- Prorated assessments for PCORI and the Reinsurance Contribution Fee will be billed once a month with claims.
- Proposed rates include benefits required by the Federal Mental Health Parity final regulations issued November 2013.

Cash Advance

Amount Required	\$ 238,000
Current Balance	\$ 290,100
Additional Required	\$ 0

Security Requirement

Amount Required	\$ 654,400
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Surcharge for External Stop Loss Reporting PCPM \$ 1.54

Will Stop Loss be Purchased through an External Vendor? _____

Proposal Accepted By (Group Representative)

Date

Title

QFCS

Proposal - Renew at Current Benefits

CITY OF BINGHAMTON

Contract Period: January 1, 2016 through December 31, 2016

Funding Arrangement: Minimum Premium with Cash Cap Group Risk

Population:	Non Medicare Eligible	
Plan:	Classic Blue Regionwide	Excellus BluePPO Option B
	In - Out	In - Out
OV Copay:	20% - 20%	\$15 - 30%
Deductible:	\$100 - \$100	\$250 - \$250
Family Deductible:	\$300 - \$300	\$750 - \$750
Out of Pocket Max:	\$800 - \$800	\$1,000 - \$1,000
Family OOP Max:	\$2,400 - \$2,400	\$3,000 - \$3,000
Coinsurance:	20% - 20%	20% - 30%
Inpatient Copay:	CIF - CIF	20% - 30%
ER Copay:	CIF - CIF	\$50 - \$50
OP Surgery Copay:	CIF - CIF	20% - 30%
Lifetime Max:	Unlimited	Unlimited
Waiver:	No waiting period for pre-existing conditions	No waiting period for pre-existing conditions
Benefit Cycle:	Calendar Year Benefits	Calendar Year Benefits
Dependent/Student:	26 / 26	26 / 26
Pharmacy Plan:	20% Copayment	\$5/\$15/\$30
Mail Order Pricing:	1 Copay 90 Day Supply	2 Copay 90 Day Supply
Additional Provisions:	<ul style="list-style-type: none"> • Preventive care & Women's Preventive CIF • Benefits comply with Federal Mental Health Parity • Prosthetics/DME/Medical Supplies/Foot Orthotics • NYS Autism Spectrum Disorder Mandate • Deductible Carry-Over • Skilled Nursing Facility - 100 Days • Inpatient Physical Rehab - 60 Days • Coinsurance Max: \$700/\$2,100 	<ul style="list-style-type: none"> • Preventive care & Women's Preventive CIF • Benefits comply with Federal Mental Health Parity • Prosthetics/DME/Medical Supplies/Foot Orthotics • NYS Autism Spectrum Disorder Mandate • Elective Sterilization • Inpatient Physical Rehab - 60 Days

BR ID: 0568517-06

0568518-06

QFCS

Initial to signify approval of benefits for proposal : _____

Proposal - Renew at Current Benefits (Cont'd)

CITY OF BINGHAMTON

Contract Period: January 1, 2016 through December 31, 2016

Funding Arrangement: Minimum Premium with Cash Cap Group Risk

Population:	Non Joint Sewer Medicare Eligible	
Plan:	Excelsus BluePPO Option B	Simply Prescription Drugs - \$5/\$15/\$30
	In - Out	In - Out
OV Copay:	\$15 - 30%	\$0 - \$0
Deductible:	\$250 - \$250	\$0 - \$0
Family Deductible:	\$750 - \$750	NA - NA
Out of Pocket Max:	\$1,000 - \$1,000	NA - NA
Family OOP Max:	\$3,000 - \$3,000	NA - NA
Coinsurance:	20% - 30%	NA - NA
Inpatient Copay:	20% - 30%	NA - NA
ER Copay:	\$50 - \$50	NA - NA
OP Surgery Copay:	20% - 30%	NA - NA
Lifetime Max:	Unlimited	Unlimited
Waiver:	No waiting period for pre-existing conditions	No waiting period for pre-existing conditions
Benefit Cycle:	Calendar Year Benefits	Calendar Year Benefits
Dependent/Student:	26 / 26	26 / 26
Pharmacy Plan:	Contraceptives Only	\$5/\$15/\$30 - EGWP for coverage gap
Mail Order Pricing:	NA	1 Copay 90 Day Supply
Additional Provisions:	<ul style="list-style-type: none"> • Preventive care & Women's Preventive CIF • Benefits comply with Federal Mental Health Parity • Prosthetics/DME/Medical Supplies/Foot Orthotics • NYS Autism Spectrum Disorder Mandate • Elective Sterilization • Inpatient Physical Rehab - 60 Days 	

BR ID: 0568520-06

0568522-06

QFCS

Initial to signify approval of benefits for proposal (Cont'd): _____



Legislative Branch

RL Number:

15-161

Date Submitted:

8/14/15

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Engineering - Acting City Engineer

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Under the Term Agreement for HVAC Engineering Services authorizing the City to enter into an agreement with McFarland Johnson to provide design services to upgrade the heating/cooling system (HVAC) at the First Ward Senior Center, located at 226 Clinton St., Binghamton, NY

Suggested Content: Funding is available in budget line: H7620.525122.40914, not to exceed \$20,000.00

Additional Information

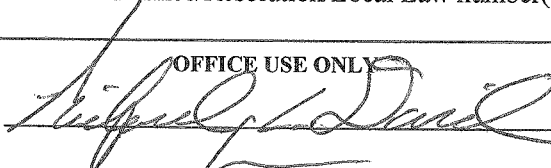


Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>